

AG Contract No. KR03-1301TRN
ADOT ECS File No.: JPA 03-059
Amendment One (1)
Project: TEA-YUM-0(006)
TRACS No. SL 509-01R & 03D
Section: Historic Hotel Del Sol
BUDGET SOURCE ITEM # 75305

**INTERGOVERNMENTAL AGREEMENT
AMENDMENT No. ONE**

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF YUMA

THIS AMENDED AGREEMENT NUMBER ONE, is entered into this date January 11, 2006 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

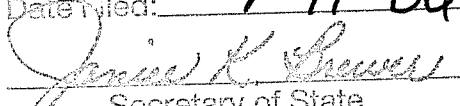
2. The City is empowered by Arizona Revised Statutes Section 48-572 and 28-334 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

THIS AGREEMENT IS AMENDED AS FOLLOWS:

Both parties agree to amend **Executed Agreement JPA No. 05-059**, KR03-131TRN, filed with the Secretary of State, File No. 27414, dated March 10, 2005, the following paragraphs:

- Section I. Recitals, paragraph 7
- Section II Scope of Work, 1. The City will: paragraphs e, f, g, h, and add paragraph i
- Section II Scope of Work, 2. The State will: paragraphs b and d

shall be amended as follows:

NO. 27414
Filed with the Secretary of State
Date Filed: 1-11-06

Secretary of State

By: 

7. The work embraced in this Agreement is as follows: Appraise and acquire the Historic Hotel del Sol, prepare and provide design plans for the building and administer the rehabilitation contract(s), hereinafter referred to as the "Project".

The estimated Project costs are as follows:

TRACS No. SL509 01R & 03D	Total Cost	Federal Funds	City Funds
Building Purchase	\$295,000.00	\$295,000.00	\$ 0.00
Appraisal	\$ 9,500.00	\$ 9,500.00	\$ 0.00
Design (Partial)	\$225,223.00	\$195,000.00	\$30,223.00*
Environmental	\$ 30,000.00	\$ 0.00	\$30,000.00
Condition of Title	\$ 500.00	\$ 500.00	\$ 0.00
Total Estimated Cost of the Project	<u>\$560,223.00</u>	<u>\$500,000.00</u>	<u>\$60,223.00</u>
*5.7% local match			

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City will:

e. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work necessitated by a change in the Project's scope of work, such additional costs shall require prior approval of the State. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement whether covered by Federal funding or not.

f. Invoice the State for payments for the direct costs of acquisition and design plans for the building rehabilitation not to exceed the estimated cost of \$530,223.00, after the appraisal, design plans and the acquisition of the Hotel de Sol.

g. Consent to any inspections performed by the State, provide records or audit any books of the City in order for the State to assure itself that the monies on the Project have been spent and the project completed in accordance with the plans and specifications, statutes, rules, and regulations of the State and Federal government.

h. Upon completion of construction, provide for at its own cost and as an annual item in its budget, perpetual and proper maintenance of all the Project improvements. This Agreement may be assumed by another governmental entity under the same stipulations. All income derived from rents, leases, or other sources of income, will be utilized for the continual maintenance of the Hotel de Sol.

i. Provide a draft copy of the deed of restrictions for review by the State for comment to insure that FHWA, ADOT and SHPO requirements are adequately represented.

2. The State will:

b. Approve the Project if such project funds are available by the FHWA. The State hereby designates the City to self-administer the Project.

d. Make payments to the City for the direct actual cost, for the acquisition of the Hotel and design plans for the façade rehabilitation within thirty-days (30) of receipt and approval of an invoice from the City

EXCEPT AS AMENDED HEREIN, ALL OTHER terms and conditions of the Executed Agreement dated March 10, 2005, shall remain in full force and effective.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

City Administrator
City of Yuma
One City Plaza
P.O. Box 13014
Yuma, AZ 85366-3014

10. In accordance with Arizona revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF YUMA

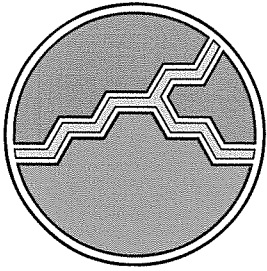
By 
MARK S. WATSON
City Administrator

STATE OF ARIZONA
Department of Transportation

By 
SUSAN TELLEZ
Contract Administrator

ATTEST:

By 
Briggita M. KUIPER
City Clerk




City of YUMA

**Office of The
City Clerk**

One City Plaza
P.O. Box 13012
Yuma, Arizona 85366-3012
928.373.5035
fax: 928.373.5036
TTY: 928.373.5149

CERTIFICATION

I, Edna M. Martin, do hereby certify that I am a duly appointed Deputy City Clerk of the City of Yuma, Arizona, and that the attached is a true and correct copy of Resolution No. R2005-117, which is on file in the Office of the City Clerk, Yuma City Hall, One City Plaza, Yuma, Arizona.


Edna M. Martin, Deputy City Clerk

12.8.05
Date

RESOLUTION NO. R2005-117

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING AN AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
YUMA AND THE STATE OF ARIZONA, RELATED TO FEDERAL
FUNDING FOR THE ACQUISITION AND REHABILITATION OF THE
HISTORIC HOTEL DEL SOL**

WHEREAS, the Yuma Metropolitan Planning Organization has identified the site of the historic Hotel Del Sol as the most conducive location for a multi-modal transportation center (facility) within the Yuma metropolitan area; and,

WHEREAS, the City of Yuma (City) desires to acquire, rehabilitate and promote the historic Hotel Del Sol as a multi-modal facility; and,

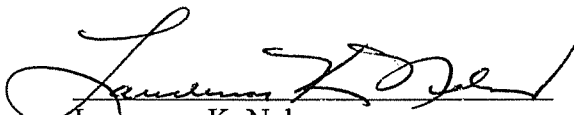
WHEREAS, the State of Arizona (State) has agreed to provide federal funding for the project, through a transportation enhancement grant; and,

WHEREAS, the State and the City wish to amend Intergovernmental Agreement No. JPA 03-059, adopted by Resolution R2005-08, allocating federal funds to the City, for acquisition and rehabilitation design activities related to the historic Hotel Del Sol.


NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma, Arizona, that the City Administrator is authorized and direct to execute an amendment to the Intergovernmental Agreement with the State of Arizona, as shown in Exhibit A, attached hereto and by this reference made a part hereof, to provide federal funding for acquisition and rehabilitation design of the historic Hotel Del Sol.

Passed and adopted this 16th day of November, 2005.

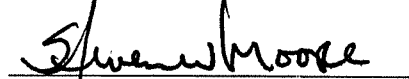
APPROVED:


Lawrence K. Nelson
Mayor

ATTESTED:


Brigitta M. Kuiper
City Clerk

APPROVED AS TO FORM:


Steven W. Moore
City Attorney

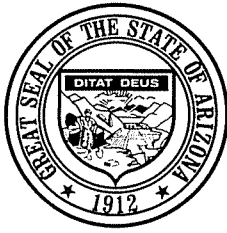
THE CITY OF YUMA
ATTORNEY APPROVAL FORM
FOR
AGREEMENT 03-059

I have reviewed the above referenced intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF YUMA, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2005.

A handwritten signature in cursive script, appearing to read "Steven M. Moore", is written over a horizontal line.

City Attorney



STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION
MEMORANDUM

Jeffrey T. Murray
Assistant Attorney General

Direct: 602-542-8859
Fax: 602-542-3646

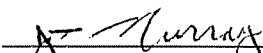
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-1301TRN (**JPA03-059**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED December 22, 2005.

TERRY GODDARD
Attorney General



JEFFREY T. MURRAY
Assistant Attorney General

JTM:dgr
Attachment
939953